

MEMORANDUM OF UNDERSTANDING: COVID-19 HEALTH EMERGENCY

Comes Now the University of West Florida (UWF-BOT) and the United Faculty of Florida Chapter at the University of West Florida (UWF-UFF) and agrees to the following:

1. During the current health emergency brought on by the coronavirus pandemic, UFF-UWF and the UWF-BOT are committed to maintaining the productive and efficient operation of the University in a safe and healthy environment. To this end, the parties agree that the terms and conditions contained herein shall be observed.
2. The collective bargaining agreement and Federal and State Intellectual Property Law shall apply to all new course content and course delivery materials created as remote instruction mandated by the Board of Governors in response to COVID-19.
3. Faculty shall be provided the option of excluding Spring and Summer 2020 semesters course evaluations from use in preparing these annual evaluations.
4. Because the impacts of COVID-19 health emergency are national and international in scope, any impacts of the health emergency, including those on the national or international level, that inhibit faculty members' ability to conduct or present their scholarship, creative activities, and research, shall not negatively affect a faculty member's 2019-2020 annual evaluations. The faculty member shall document such effects where applicable.

Michael Matthews  
Chief Negotiator – UWF BOT

April 28, 2020  
Date

Arts 21  
Chief Negotiator – UFF UWF

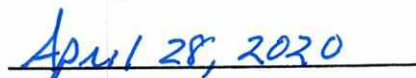
April 28, 2020  
Date

5. Where faculty have made nonrefundable preparations and accommodations connected to previously approved university travel, and the conference or event of the approved travel is cancelled because of the COVID-19 health emergency, the faculty member shall use the University's established protocol pursuant to Florida Statute 112.061 and the University of West Florida Travel Manual to seek reimbursement. In such instances, the faculty member must document a good faith effort on the faculty member's part to secure reimbursement from the entities that received the nonrefundable payments connected to the previously approved travel. The University shall consider means in which the faculty may utilize these funds in circumstances where the cancelled conference or event is rescheduled on a later date, subject to the availability of funding..

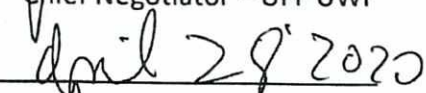
6. The mandatory closure of university research facilities shall not negatively impact 2019-2020 evaluations (including SPE), tenure, or promotion. The faculty member shall document such impacts.

7. The university has been actively permitting faculty in "high risk" categories to self-identify and work remotely where possible. The University will continue this practice for a period of time not to exceed the effective period of Florida's March 9, 2020, declaration of a public health emergency, unless earlier revoked or extended. At the time of the expiration of the March 9, 2020 declaration the University will revisit upon request the status of those covered by this section.

  
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Chief Negotiator – UWF BOT

  
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Chief Negotiator – UFF UWF

  
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Date

8. The university will continue to allow work to be performed by the faculty from a remote location as long as doing so does not interfere with their performance of duties. The University will continue this practice for a period of time not to exceed the effective period of Florida's March 9, 2020, declaration of a public health emergency, unless earlier revoked or extended. At the time of the expiration of the March 9, 2020 declaration the University will revisit upon request the status of those covered by this section.

9. Pre-tenure faculty will have the option of extending the time clock for a tenure application by one year. The University will establish a procedure and timetable for the exercise of this option. Faculty will continue to have the opportunity to request an extension of the tenure clock as set forth in the collective bargaining agreement. All other employment actions allowed by the collective bargaining agreement remain in effect.

10. The University shall continue to comply with the requirements of the Families First Coronavirus Response Act. The Office of Human Resources is available to provide information as to how the FFCRA may apply to any faculty member.

11. Faculty scheduled for a Sustained Performance Evaluation for the 2020-2021 academic year will have the one-time option to postpone the SPE by one year. This one-time postponement shall not constitute the use of the one-time postponement option of the SPE as contained in the collective bargaining agreement.

Michael Dalton  
Chief Negotiator – UWF BOT

April 28, 2020  
Date

Jeffery A. Smith  
Chief Negotiator – UFF UWF

April 28, 2020  
Date